



# Hiring and Letting Terms and Conditions

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*Together, pursuing life in all its fullness*

Version	Date	Author	Changes
v1.0	October 2015		Initial Issue
v2.0	June 2019	Louise Beale	Combine policy and T&C. Differentiate between one off and series hirings. Add definitions of agreement types.
V3.0	September 2019	Louise Beale	Remove requirements to see Risk assessments, removal of Sunday approval requirement.
V3.1	November 2019	Louise Beale	Remove requirements to see DBS checks, update para 6.2, remove para 6.3
V4	October 2021	Louise Beale	Update from LGB to AGC, update from Academy Business Manager to Academy Office. Additional documents/forms in appendix 1.
V4.1	August 2022	Louise Beale	Change to para 3.2 and addition of para 6.3 in relation to DBE guidance
V4.2	August 2023	Louise Beale	Change to para 6.3 in relation to KCSIE 2023

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The electronic version is the definitive version of this document.

## **CONTENTS**

1. INTRODUCTION
  - 1.1 Definitions
  - 1.2 Purpose of the document
2. RESPONSIBILITIES
3. GENERAL CONDITIONS OF HIRE
4. SECURITY AND KEY HOLDING
5. RESPONSIBILITIES OF HIRER
6. SAFEGUARDING
7. PAYMENT AND CANCELLATIONS
8. LIABILITY
9. SUPERVISION AND PREVENTION OF DAMAGE
10. HEALTH AND SAFETY INFORMATION FOR HIRERS

## APPENDICES

Appendix 1 - Forms

## 1. INTRODUCTION

### 1.1 Definitions

- 1.1.1 A **hiring** can be a one-off private event, or a series of bookings to use the academy premises such as exercise classes or sports clubs. A series of bookings will be subject to a Hire Agreement.
- 1.1.2 A **Hire Agreement** is used for series bookings where each period of use is quite short (likely to be an hour or two), and a hire fee is payable per session or on the basis of rate per hour.
- 1.1.3 A **letting** is where occupancy is granted for part of the academy premises. Any letting is subject to formal agreements such as a Licence to Occupy or a Lease which will be undertaken by the Trust Central Team.
- 1.1.4 A **License to Occupy** is used when the occupier is sharing the accommodation with the landlord for a fixed term, for example a before and after school club.
- 1.1.5 A **Lease** is used where exclusive occupancy is granted for part of the academy premises for a fixed term, for example a private nursery using part of the academy premises.

### 1.2 Purpose of the Document

- 1.2.1 The Trust and the Academy recognise the value of making the academy facilities, including sporting facilities, available for hire where possible, provided that any hiring is not detrimental to the academy or its pupils.
- 1.2.2 The purpose of this document is to set out the Terms and Conditions and to ensure that any group or person hiring the academy does so in a manner that is safe and acceptable.

## 2 RESPONSIBILITIES

- 2.1 The management of hirings and lettings is the responsibility of the Headteacher. The terms and conditions in section 6 should be followed for all hirings.
- 2.2 Day to day responsibility for managing hirings may be delegated to the Academy Office.
- 2.3 The Academy Office must ensure that the Hirer is aware of the academy emergency procedures and of their responsibilities for health and safety and safeguarding. This will be achieved by requesting the completion of the Health and Safety Information section of the booking form to be returned with insurance details for the Hirer.

- 2.4 The Academy Office in consultation with the Headteacher, will decide whether the attendance of the Site Services Officer / Caretaker is required at a hiring, taking into account issues such as health and safety, security and the nature of the activity.
- 2.5 Charges should be agreed by the Headteacher and reviewed annually.

### 3 GENERAL CONDITIONS OF HIRE

- 3.1 Activities which are immoral, illegal or contrary to the ethos, or injurious to the reputation of the Church of England, the Trust or the Academy must not be undertaken.
- 3.2 Any hirings which are not related to sport or extra-curricular education taking place on a Sunday or provided by a religious, political or lobbying group. Other than the local parish church, should be referred to the Diocesan Director of Education before any agreement is made.
- 3.3 Priority should be given to the needs of the academy staff and pupils and the use of the facilities should not conflict with the educational functions of the premises.
- 3.4 The academy budget cannot subsidise the cost of a hiring or letting.
- 3.5 The Hirer must complete the premises booking form including signing to accept the Terms and Conditions for Hirers for the academy prior to the booking. For a series booking the hirer must also sign a Hire Agreement prior to the booking.

### 4 SECURITY AND KEY HOLDING

- 4.1 Due regard for the security of the academy and its facilities should be given when considering any application to hire the facilities.
- 4.2 The keys to the academy buildings should only be held by an employee of the Multi Academy Trust and **must not** be provided to Hirers. It is the responsibility of the Site Services Officer / Caretaker or designated key holder of the academy, who must be an employee of the Multi Academy Trust, to open and secure the premises at the beginning and end of a hiring.
- 4.3 Where keys are provided to Hirers for access to external areas such as the sports fields a 'Receipt of Key Acknowledgment Form' should be completed and retained by the Academy Office.
- 4.4 If the key is lost the Academy Office must be notified immediately and the Hirer will be required to pay for the purchase and installation of any new locks and/or duplicate keys to be cut.
- 4.5 The Site Services Officer / Caretaker or designated key holder is responsible for opening the premises at the agreed time and remaining there until the Hirer or his representative arrives and for closing and securing the premises at the conclusion of the hire period.

- 4.6 The Hirer should notify the Site Services Officer / Caretaker or designated key holder if the function ends earlier than expected or must leave someone in charge of the premises until the caretaker arrives. The academy premises must not be left without any supervision.

## **5 RESPONSIBILITIES OF HIRER**

The following conditions of use and health and safety issues become the responsibility of the hirer during the hire period:

- 5.1 The Hirer must undertake not to use the premises for activities which are immoral, illegal or contrary to the ethos, or injurious to the reputation of, the Church of England, the Trust or the Academy.
- 5.2 It is the Hirer's responsibility to leave rooms, entrance areas, toilets / showers, sports fields and equipment in a clean and tidy state and to remove their own rubbish. The Hirer is responsible for any breakages or damage.
- 5.3 The Hirer may not use the premises for any other purpose than agreed, nor sublet or allow the facilities to be used by any other party.
- 5.4 The Hirer may not erect slogans or advertising displays on the academy premises without prior permission of the Headteacher.
- 5.5 Smoking is not permitted anywhere on the academy site. No alcohol or intoxicants are permitted on the premises at any time except by special agreement of the Headteacher.
- 5.6 For the benefit of all members of the academy community and our neighbours we would ask that you do not use abusive language whilst on the academy site.
- 5.7 Only plastic water bottles may be taken in to the hall or sports fields. These must be removed or disposed of at the end of the hiring.
- 5.8 The Hirer should identify at the time of booking what equipment will be required. Any problems should be reported immediately to the Academy Office.
- 5.9 Should the Hirer or any of the participants, visitors or supporters be involved in an accident on site the Hirer must inform the Academy Office forthwith who may require an accident/incident form to be completed as soon as reasonably possible.
- 5.10 The Hirer is responsible for ascertaining that the facilities are suitable and safe for the purpose required on each occasion of hiring.
- 5.11 Electrical equipment provided by the Hirer should have a current Portable Appliance Testing (PAT) certificate.
- 5.12 It is the responsibility of the Hirer to ensure that it obtains any necessary permission, licences or complies with any relevant legislation relating to the hiring.
- 5.13 The person making the booking will be responsible for payments, behaviour of their group and any damage caused by the group members or their supporters, guests and families whilst on the academy premises. The Academy reserves the right to refuse admission, or to evict, any person from the facility.

- 5.14 In order to maintain good relations with our neighbours the Hirer is responsible for ensuring that there is the minimum disruption and noise when entering and leaving the premises and that members of the group, their families and supporters park with consideration.
- 5.15 Any abuse of privilege such as entering the premises without permission or leaving the site unsecured may lead to the immediate withdrawal of the facilities granted.
- 5.16 Guests and other visitors should be made aware of these conditions and regulations.
- 5.17 At all times the facilities will be managed by the Academy and users will be expected to abide by these terms and conditions of the hiring. The Academy reserves the right to terminate any hiring or letting where there is evidence that the organisation or individual is in breach of any of these terms and conditions or effects unnecessary damage to the facility.
- 5.18 Any dispute relating to the hire of the facilities should be referred in the first instance to the Headteacher. If the matter is not resolved to the satisfaction of both parties it may be referred to the Academy Governance Committee. If the dispute still cannot be resolved the matter may be referred to the Trust Central Team.

## **6 SAFEGUARDING**

- 6.1 The booking request must be signed by at least one adult who must remain on the premises during the hiring. No young person under the age of 18 years should be left on site without adult supervision.
- 6.2 Hirers must confirm on the booking form that they have safeguarding policies and procedures in place or will adhere to the school's policies and procedures, and that DBS checks are in place for all adults coaching or helping with young people aged 16 or under.
- 6.3 In the event of a safeguarding concern arising on school premises or in relation to school pupils or staff, or if an allegation is made against an adult deployed by the hiring company whilst on school site, hirer must contact the Designated Safeguarding Lead (DSL) and the Diocesan Director of Education. The school will provide the relevant contact details.

## **7 PAYMENT AND CANCELLATIONS**

- 7.1 All bookings must be paid in full at least one week in advance, except where 'pay and play' arrangements exist or where financial terms have been agreed.
- 7.2 If payment is not received as described above, the booking will automatically be cancelled and the user will be liable to meet the full booking cost.
- 7.3 If a payment has been made and written notice of cancellation is received with 7 days notice or more then a full refund can be made. If a less than 7 days notice is received, then a 50% refund can be made.
- 7.4 Cancellations or modifications to an existing booking made less than 48 hours before the hire of the facilities will be charged at the full rate, unless otherwise agreed by the

Headteacher.

7.5 Should the Academy require any area of their facilities that is normally used by the Hirer priority will be given to the Academy. The Academy Office will inform any bookings affected with a minimum of 7 days' notice in writing, where possible.

7.6 Failure to pay or appear for the booking may, at the discretion of the Academy, result in termination of the entire block booking.

7.7 The Headteacher or Site Services Officer are responsible for deciding whether sports fields are unfit for use for example in inclement weather. Where it is agreed that this responsibility should be under taken by the Hirer, the Academy Office must be notified as soon as possible if the session is cancelled.

## **8 LIABILITY**

8.1 The Academy/Trust will not be held liable for accidents, loss of property by any person or organisation in connection with the hiring. Anyone entering or using the academy facilities does so at his or her own risk and the Academy accepts no liability in respect of any loss, damage or injury howsoever caused.

8.2 The Academy/Trust will not be held liable for any loss of income or costs incurred by a Hirer if the facilities are not available for use.

8.3 It is the Hirer's responsibility to undertake a risk assessment of their activities. Receipt of any such document is not an acknowledgment by the Academy of the sufficiency of the risk assessment.

8.4 The Hirer will indemnify the Diocese of Coventry Multi Academy Trust and the Academy against all claims from third parties involving death, injury to persons and / or loss or damage to property and also for loss or damage to the Academy's premises being used, to the extent that the law permits. It is therefore essential that the Hirer is covered by Public Liability Insurance to meet any claims which may arise as a consequence of the hiring agreement. A minimum cover of £5,000,000 is required to be maintained. Copies of certificates of insurance and renewal documentation should be submitted to the Academy annually.

8.5 Where a Hirer does not have its own Public Liability insurance cover can be arranged by the Academy. Except in the case of 'pay and play' arrangements, Sporting clubs and organisations are expected to provide their own insurance cover.

## **9 SUPERVISION AND PREVENTION OF DAMAGE**

9.1 The hirer should inform parents or responsible adults that they are responsible for the safety of children under 16 before and after the booking. They are also responsible for the safety of any children under the age of 16 who may be supporting or watching the activity but not taking part.

9.2 The Hirer should inform adults that children watching an activity must be supervised at all times.

9.3 The Hirer should ensure that, unless specified, outdoor play equipment is not used by anyone during the hire period.

9.4 Where car parking is provided for the Hirer, its guests and supporters it is done so at their own risk. Under no circumstances should vehicles be parked on grassed areas unless permission has been obtained from the Academy Office prior to the event. The Hirer will be liable for the cost of making good any damage caused by vehicles parked on the site during the hire period.

9.5 To avoid damage to property no types of footwear likely to cause damage to floors are to be worn. Facilities are not to be used for activities other than those for which they are intended and agreed.

## 10 HEALTH AND SAFETY INFORMATION FOR HIRERS

10.1 It is the responsibility of the Hirer to complete risk assessments to take into account the activities being undertaken. The Academy Office can provide a template risk assessment form if required (see appendix 1).

10.2 Except in the case of 'pay and play' arrangements, the Hirer is responsible for their own First Aid provision.

10.3 The Hirer is expected to visit the premises prior to a final agreement to hire the facilities. During this visit the Academy Office will familiarise the Hirer with the following:

- Fire alarm points. (Use these to sound the alarm if necessary. The Hirer should also make a phone call to the emergency services).
- Fire evacuation procedures, routes and assembly points.
- Emergency service routes and access points (*nb please make Hirers aware of the road name and postcode of emergency access points as this may not be the main school entrance.*)
- Location of a telephone. Please note in the event of a power cut the Hirer will need to contact the emergency services from a pay phone or their own mobile phone.
- Contact details for the Site Services Officer / Caretaker.
- Location of the first aid kit. If used please inform the Site Services Officer or Academy Office so that items can be replenished.
- Toilet access.
- Drinking water access.
- Access and egress and security systems where relevant.

10.4 In accordance with the Academy's fire evacuation plan the Hirer will be required to:

- Keep a record of people in the building and people that leave.
- Familiarise all participants with the position of the phone, fire alarm, fire evacuation routes, and fire evacuation point.
- Make specific arrangements to evacuate people with disabilities from the building or to the fire refuge point.
- In the event of a fire alarm sounding The Hirer is responsible for ensuring that everyone involved in their activity leaves the building by the nearest fire exit and assembles at the assembly point.

- The Hirer is advised to carry out a practice evacuation of the premises to highlight any causes of concern.

10.5 The Academy will work to maintain the building and equipment in a safe condition. If the Hirer has cause for concern about the state of the building or equipment, the Hirer should please ensure that any failings are reported immediately to the academy Site Services Officer **and** the Academy Office so that the issue(s) can be rectified as soon as possible.

10.6 Should the Hirer or any of their participants be involved in an accident on site, the Hirer must inform the Academy Office or duty manager as soon as possible who may require the Hirer and/or their participants to complete an accident / incident form as soon as is reasonably possible.

## **APPENDIX 1 - FORMS**

The following documents/forms are available from the Info hub:

- Premises Booking Form
- Pay and Play Booking Form
- Receipt of Key Acknowledgment Form
- Hirer Risk Assessment Template
- Checklist for External Providers of Clubs and Extra Curricular Activities
- Clubs and PTA Guidance